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1835, Jan. 8

No. 080

Record of suits tried and determined by the Alcaldes of Nacogdoches in 1835.

23

Archivo
de los Juicios
Entablados y Pasados
en este Juzgado
año de 1835

2 - ~~two~~

José Anto Rodriguez asado.
Juan B. B. Lobo asado.

En la villa de Nacogdoches, a día 8 de Enero de mil Ocho cientos treinta y Cinco ante de mi Ciudo Radford Berry Alcalde Unico constitucional de la Villa de Nacogdoches y su jurisdiccion, Se presentó El Ciudo Milton Garret Vecino de esta misma jurisdiccion, cuyo declaró q. los Ciuds Juan Furgueson, Jose Furgueson y Holston Furgueson le debian segun contrato echo entre ellos Caballos y a su pedimiento, fueron Citados dichos Juan, Jose y Holston Furgueson y despues de haberse presentado en este Juzgado, declararon que no debian nada al demandador, y no conbeniendo las partes, Se procedio al nombramto de los hombres buenos en conformidad con la ley No 39. y fue nombrado El Ciudo Henrique Teal por la parte demandante y Ciudo W. J. Wills por la parte demandada, y con el Alcalde oieron todos los alegatos de las partes, y despues Reuniendose todos conbinieron a q. la demanda puesta por el demandador era justa y a que todo conbiniendo las partes firmaron esta Conciliacion sin reservarse el recurso de apelacion y firmaron las partes y hombres buenos conmigo.

Radford Berry Alce.
W. J. Wills
Henry Teal

Miguel Cortinez
Milton Garrett
John Ferguson
Joseph Ferguson
Holston Ferguson

En la villa de Nacogdoches a dia diez y seis de Enero en mil ocho cientos treinta y cinco, ante mi El Ciud° Badford Be[illegible] alcalde unico Constitucional de esta municipalidad. Comparecio al Ciud° Jacob Mast, demandando al Ciud° Samuel Brimberry por unos perjuicios causados en un traspaso de propiedad, y no habiendose convenido los partes por razon q. la parte demandada negó los echos expuestos por la demandante. Se sometieron a la decision del juez ~~de primera instancia~~ Competente.

y por tanto les consegui esta Certificacion para los fines q. mas les convengan en consequencia, no habiendo se conformado los partes firmaron con migo.

Samuel Brimberry
Jacob Mast

En la villa de Nacogdoches a dia veinte y dos de Enero de mil ocho cientos treinta y cinco, ante mi el Ciud° Radford Berry alcalde Unico Constitucional de esta municipalidad. Se presentó El ciud° George Nixon pidiendo a que se citase el Ciud° John Henry para que respondiera a los preguntas q. le haria dicho Ciud° George Nixon = y todo lo q. se hizo en cumplimiento con la ley. y despues de haberles administrado el debido juramento. segun dha ley. El dho Ciud° George Nixon le pregunto lo que sigue

Pregunta 1. = El ciud° George Nixon le pregunto. si habia recibido el nombramiento de agrimensor —

Respuesta. El citado John Henry respondio que sí.

Pregunta. Ha Vd ó no prestado juramento, de hacer un retorno

Fiel y verdadera y segun la [illegible] y
que Corresponde.

Respuesta. Dixo que sí

pregunta El Sr Empresario A. Hotchkiss, le ha Vd alguna vez ó no le ha requerido a que cuando haria V. el returno de las mapas de medida, devia V. alterar sus notas de campo y incluir en ellas mas tierra en la clase de temporal que lo que verdaderamente se hallo en el verdadero returno de sus notas

Respuesta. Dixo de sí.

pregunta. pues hizo V. ó no, segun se le pidio dicho Sr. Empresario.

Respuesta. Dijo que no!

Y no habiendo mas de que preguntar y responder firmaron con migo y los de mi asistencia a dia y año de arriba.

Radford Berry

asistº
John C. Morrison

Jorge Antº Nixon
Jno M Hennie

asistº
James Carter

En la Villa de Nacogdoches a dia veinte y siete del mes de Enero en el año de 1835 = ante mi Ciudadano Radford Berry Alcalde unico constitucional de esta Municipalidad = y se presentado en este Juzgado un hombre de color, En la Villa de Nacogdoches a diez ~~tres~~ de Febrero de mil ocho cientos treinta y cinco — ante mi El Ciudadano Radford Berry alcalde unico Constitucional de esta referida Villa, se presentó El Ciudadano Jose Durst, demandando al Ciudno. Patricio Torres Comisario de guerra de este departamento, la cantidad de [illegible] cientos ~~treinta y tres~~ cuatro pesos dos reales y ocho granos, importe de una libranza q. dicho Patricio Torres dió en paga al citado Jose Durst y cuya libranza fue protestada por El Comisario Ciudo. Erasmo Seguin en fecha primero de Febrero de 1832. — y los hizo comparecer ambos y no habiendo convenido las partes les notifiqué nombrasen sus hombres buenos, lo que así se verificó; siendolo por la parte demandante El Ciudadano Carlos Taylor y por la parte demandada, el Ciudadano, Miguel Cortinez, lo que habiendose hecho cargo los hombres buenos de todo el asunto

En la Villa de Nacogdoches, hoy dia Quinze del mes de Febrero, de Mill ocho Cientos treinta y cinco, ante mi, Juan Eugenio Michamps, alcalde interino de esta municipalidad, y ante mis testigos de mi asistencia segun lo prevenido por la ley; se presentó el Ciudadano Jesse Horn, vecino de esta municipalidad, que declaró bajo Juro, por nuestro Señor y la señal de la Santa Cruz, que Verdaderamente Cree, y tiene razon de Creer que el Ciudadano John F. Bion, que es deudor al declarante, le debe la Cantidad de Veinte un pesos 93 3/4 Centavos, en una obligacion, payable, a la vista, desde el dia 9 del mes de Mayo 1834. y que Como arriba tiene dicho tiene razon de Creer que el Dicho John F. Bion quiere ausentarse y absentarse de esta municipalidad, y que Cree, que la Cantidad que le debe, esta en peligro de ser perdida, y lo juró ante mi y los testigos de mi asistencia a dia y año de arriba =

Jn Eg.no Michamps
Alcalde interino

asa
James Carter

asia
Juan de Leon

al mismo dia y año hize comparecer, al mismo Ciudadano John F. Bion, y ~~ahora lo que sigue~~; siendo dia domingo el dicho Bion;

in the town of Nacogdoches on the fifth day
of March in the year of Our Lord one thousand
eight hundred and thirty five, before me
Radford Berry, only Constitutional alcalde of this
municipality, personally appeared Citizens Edward
Bastra and Prosper Goulard, of lawfull age
and after being duly sworn according to law presented
that they had good reason to believe, and
do verily believe that Jas. C. Cain and John
A. Harolson do actually design, to convey and
remove from the jurisdiction of this court, a
certain Caballada of mules and horses, respecting
the wright of which a suit is now pending
in this court, in which Citizens Edward
Bastra and Prosper Goulard are plffs and
Jas. C. Cain & John A. Harolson are deffendants
and to that purpose, the plffs. pray that
the property may be forthwith attached and
placed in charge of the Sheriff untill a judgement
can be had from this court determining
the wright of property and claiming
the same as their own, and expect to recover it.
Sworn to and subscribed before me this
day month and year as above.

Edward Destra   Pr. Goulard

Radford Berry Al.

This day month and year as above, the
parties, being present, and not conforming
themselves to the conciliatory arbitration,

Submitted themselves, to the decision of a Jury
Composed of ~~twelve~~, good and qualified ~~freeholders~~ men which is to be held
~~to abide by their decision~~ and signed
the same with me in the town of
Nacogdoches on the 5th day of March 1835.

Edward D. L. Stacy P. Gutierrez

Jone C. Cain
John. Hardin

In the town of Nacogdoches on the sixth day of March in the year one thousand Eight hundred and thirty five Before me Radford Berry sole Constitutional Alcalde of this municipality personally appeared Archibald Hotchkiss, who after being duly sworn deposeth and saith on oath that Charles Leplushier has received as Clerk a large sum of money belonging to Archibald Hotchkiss as agent and attorney of John J. Mason and also to Archibald Hotchkiss, which money he the said Leplushier in this town hath embezzled and after demanded refuses to give up.

Sworn to and subscribed before me this day and year as above

A. Hotchkiss

Radford Berry

This day to wit the Sixteenth of March in the year of our Lord One thousand Eight hundred and thirty five personally appeared Before me Radford Berry only Constitutional alcalde of this municipality, Citizen Jn. Charles Lepluchet, who declareth that he was ready to answer the Charge made against him by Citizen A. Hotchkiss, and to that effect produced several accounts, against said A. Hotchkiss to balance the amount of the Charge made against him, and both parties being present, by their attorneys an arbitration took place, as customary, and not agreeing, ~~they appeared before~~ Plaintiff appealed to the primary Judge in

and to that effect I delivered them a Certificate as prescribed by law on this portuludor —

Given under my hand and seal this 24th day of March 1835 — and signed with me said alcalde

Thos J Rusk atto at Law for Hotchkiss

Radford Berry

Wm. H. Allen

Henry Raguet

J. Seplicher

En la villa de Nacogdoches a los veinte y cuatro dias del mes de Marzo de 1835, ante mi el Ciudadano Radford Berry alcalde unico constitucional de esta Municipalidad, comparecio la Viuda del finado. Antonio Castro, demandando al Ciud° Jose Pineda le otorgue venta de un terreno en esta villa, segun consta por una obligacion de fecha 14 de abril de 1813. que al efecto presento, dha. viuda, y habiendo hecho comparecer al demandado Jose Pineda, y no habiendose conformado las partes les mande nombrasen a sus hombres buenos, y lo fueron, por la parte que demanda El Ciud° Eligio Alvarado, y por la parte demandada el Ciud° Antonio Menchaca, se retiraron las partes por quedar impuestos de todo el asunto y el hombre de la parte demandante fue de opinion, que a virtud de estar enterado de que Don Pineda

Vendio la tierra en question, y se le tome juramen
i obre que declare en debida forma saber vendido su
propriedad, y en este caso que se le exija entregue a su
parte la cantidad de cien pesos que expresa la obliga
cion que dió firmada de su mismo puño, con mas, lo
que corresponde a esta suma de redito en todo el tiempo
que ha pasado desde que faltó a cumplir el trato, su
puesto que nunca verifico la entrega de la casa que en el
se cita para esto a lo que la ley previene, en estos casos
y que el Sor Alcalde le imponga el tiempo en que
deba cubrir esta suma, y el hombre bueno de la parte
demandada fue de opinion que en el asunto que se versa
entre los litigantes es relativo a una obligacion en que
la primera demanda del segundo le pase venta de un
solar de tierra que se halla en la esquina de la plaza
de esta Villa por valor de cien pesos que su finado
esposo le presto sobre una casa que existia sobre
dicho solar, debo decir que como la obligacion que
firmó el demandado en favor del esposo de la parte
demandante, no se encuentra que otra cosa sino
solo a la casa del demandado, pagados en ocho dias
y si no perder la casa no cabe duda que el deman
dado no puede ni debe pasarle venta del solar en
que estaba plantada la casa que empeñó en los cien
pesos que recibio; pues dicha casa fue empeñada
en Bexar a los 14 dias del mes de Abril de 18
y este empeño fue por plazo de ocho dias, y como
es claro que desde este tiempo hace el espacio de
22 años no es exigible la demanda que se hace
al demandado. en razon, el tiempo del empeño y
como hasta aqui se halla en esta fecha y que como
la perdida de casas y demas instrumentos movi

tan estendidos a todos los habitantes de este suelo en aquel año por adversidades y males de la guerra, destrozaron aquel tiempo, debe perder la parte demandante la Casa por la razon de no haberla recibido, ni reclamado en este tiempo que existió dicha Casa segun el empeño dejando la tierra que solicita se le pase renta Como asimismo es obio de Justicia pagar al demandado los Cin pesos que le fueron prestados pagando la demandante renta al demandado todo el tiempo que ha ocupado el Solar en Cuestion desde el año de 1827. hasta la fecha, a un peso por mes, hallandolo asi de Justicia, en vista de las dos opiniones de los dos hombres buenos yo el dicho Juez Soy de opinion, despues de haber administrado Juramento a la parte demandada, que a virtud de la opinion y decreto del Ciudo. Luis Peralta, que acompaña dicha obligacion, en fecha 26. de marzo. 1825, se queda en posesion de dicho terreno, la viuda del finado Antonio Castro, y que al efecto el Citado demandante, Jose Pineda, le pase inmediatamente, un titulo legal de posesion, y pague los Costos crecidos de este Juicio, reservandose la parte demandada el derecho de apelacion, por no haberse conformado en su arbitracion, y firmaron las partes Con los hombres buenos, y Con yo el

citado Juez a dos mis [illegible] de [illegible] —

Radford Berry

Antonio Menchaca

Elegio Alvarado

José Pineda

This day to wit the 18th of april 1835, personally appeared before me Radford Berry, only Constitutional alcalde of this municipality, Cornelius Skinner, of lawfull age, who after being duly sworn according to law, declareth and saith, that, the horse seized from G. S. Thomas to satisfy a ~~[illegible]~~ judgement, wherein Joseph Whitcomb is plff. & said G. S. Thomas is defendant is the property S. C. Thomas, and that the Saddle ~~& bridle~~ siesed from the same is the property of Theophilus Thomas, and not the property of deffndant.

Sworn to and subscribed before me in the town of Nacogdoches the day and year above

Cornelius Skinner

Radford Berry

Municipality of Nacogdoches } In the town of Nacogdoches on the 22d day of April 1835, before me Radford Berry Only Constitutional Alcalde of this municipality personally appeared Salomon R Peck of lawfull age who after being duly Sworn according to law, Saith on oath that Abner Morris Stands justly indebted to deponent in the Sum of Sixtynine - dollars 43 3/4/100 and that the Said Abner Morris resides without the limits of this municipality, So that the ordinary process of law Can not be served upon him, Sworn to & Subscribed before Me this day as above.

S R Peck

Radford Berry

Municipality }
of Nacogdoches }

J:

In the Town of Nacogdoches on the 26. day of April 1835 before me Radford Berry only Constitucional alcalda of this municipality personly appeared Angus G. Monroe of lawful age who after being duly sworn according to law; Saith on oath that he has lost a pocket Book Containing a promisary note on Capt Hiebanks for the amt. of $50.. payable the first day of may next and furthermore sayeth that he has not traded or disposed of Sd. Note in anny way whatever

Sworn to and subscribed before me this day and date above written

A G Monroe

Radford Berry

John C. Leplacher.
vs.
Geo. Antº Nixon }

this day to wit the fifth day of May 1835. personally appeared the parties before me Radford Berry, only constitutional alcalde of this jurisdiction, the plff. in the above case presented his accounts, and after the necessary arguments on the subject the case was submitted to arbitration, according to the 95th article of the laws of 15th march, and to that ~~propose~~ effect Salomon R. Peck was appointed on the part of plff. & A. C. Allen on the part of Deft.; and after a vain attempt to conciliate the parties they retired did not agreed, therefore the case was submitted to the decision of the Honorable primary Judge of

Municipality by giving a corresponding Certif
to the plaintiff. Therefore the parties sign
this present with me the day & year
as above

Radford Berry

J. Sephlicher.

A. G. Allen
H. Peck

En la villa de Nacogdoches a dia 6 del mes de Mayo de 1835, ante mi Radford Berry alcalde unico Constitucional de esta villa y su municipalidad, se presentó el Ciudadano Jean Bte Gaimie, a quien despues de haberle administrado el debido juramento, por Dios nuestro Señor y la Señal de la Santa Cruz, declaró, que un tal John Gooding, en la noche de ayer le robó a él que declara, un caballo prieto q̃ tenia en su posesion, sin su conocimiento, ó permiso y que segun las pruebas q̃ tiene, tiene buena razon de creer y cree que el citado John Gooding cometió el robo, todo lo de arriba lo juró y firmó con migo y los de mi asistencia. Doy fe

Jean Bte
+ Gaimie
mark

De Asa

De Asa

Juan M. Dor

Radford Berry

Henry Tea

John C Lepicher
vs.
A. Fleurie agt
of A. Hotchkiss

an action of debt
on a/c

this day the 12th of May 1835 personally appeared before me Radford Berry only constitutional alcalde of this municipality the plff suing on his account, and after the necessary argument on the subject by both parties, a conciliatory arbitration was attempted in vain & according to the 93d article or the law of the 17th march 1834 the suit was submitted to arbitrators, whereof citizen John J. Simpson was on the part of the plff & Clayborn Garrett on that of the Deft. and after a vain attempt to conciliate, the arbitrators retired but did not agree, therefore the case was transferred before the Honorable Court of the ~~primary judge~~ first instance, and to that effect, I give the parties the corresponding certificate as customary, and said parties with their arbitrators signed these presents with me the above alcalde this day and year as above

Radford Berry
Claiborne Garrett
Jno J. Simpson

John C. Lephicker
vs.
George Ant^o. Nixon

Action of debt on account

In the town of Nacogdoches, on the 25th day of May 1835 ~~Appeared Before~~ me Juan Cruzio personally ~~Michoumps~~ ~~Only Constitutional~~ alcalde pro tempore ~~of this~~ municipality, John C. Lephicker who declares, that George Antonio Nixon the deft. was justly indebted to the said pltff. in the sum of $877 = as it more fully appear ~~by~~ the account filed at this office, whereof I cited said Deft. to appear before me this day and to answer unto said pltff: & both parties having selected their arbitrator in conformity with the law, being Citizens Ant^o Menchaca for plff. & Salomon Peck for defendant, the parties in their presence and before me explained the case and alledged in their favor as much as they thought proper after which said arbitrators retired to deliberate in conjunction with me the said alcalde & they
pg. 39. but Claimed the benefit of the article of [illegible]
and returned their separate opinion in the following manner = the arbitrator on the part of the plaintiff is of the opinion and believes that pltf is intitled to the sum of $650. being the same amount handed to Deft for safe keeping, as it has been fully proved to my satisfaction by the Evidence given by Arthur Henry and under oath, and that the other items contained in the account, pltf. has no recourse on Deft. but on A. Hotchkiss as contractor or his agents, such is his opinion formed by the account presented by pltf. and the arbitrator on the part of Deft. is of the opinion that

in accordance with the testimony given, the money in Defendant's hands appertaining to the office, being in part the proceeds of Stamped paper and the other office fees = and I, Juan Eugenio Michamps first regidor, after a serious meditation on the case, I am of opinion that the ammount of $650. dollars which plff had deposited into the hands of Deft. for safe keeping, shall be returned to him and the others items contained in the account presented by plff. should be claimed by plff, or the agent or agents of the Company as no sufficient evidence was produced, to the Contrary; and after having read the proceedings to both parties, the defendant, did not conform himself with the judgement, and reserved to himself the right of an appeal, and have signed before me this day and year as above to say the 19th of May 1835 –

J. Seplecher

Juan Seplechers by
his attorney Chr I Baxter

Jorge Antº Nixon

Antonio Menchaca

S. H. Peck

Jn Eugmo Michamps
alcalde interino

In the town of Nacogdoches on the 23d of May 1835
this day personally appeared before me, Radford

In the town of Nacogdoches on this 18th day of May 1835 personally appeared befor me Radford Berry, only constitutional alcalde of this municipality, John Dorsett an inhabitant of the afore said, who after being duly sworn declared on Oath, that some times in the month of February last he lost a note on hand drawn in favour of Wade Horton an inhabitant of the municipality of the Ish Bayou, & due by [illegible] Henderson of same municipality for nine barrels of corn payable on the 25th of December last.

Signed before me the above stated the day & year as above. John Dorsett

Radford Berry

John C. Lefleker
vs.
A. Hotchkiss agent
of John J. Mason

In the town of Nacogdoches on the 23d. day of May in the year 1835 personally appeared before me Radford Berry, only constitutional alcalde of this municipality, John C. Lefleker, who declares that Archibald Hotchkiss as agent of John J. Mason is justly indebted to him in the sum of one thousand four hundred and sixty one dollars 83 & 1/3 cents as it fully appear by his account filed at this office, whereof I cited said Deft. to appear this day before me, ~~with~~ and to answer unto said pltff. therefore both parties were ordered to appoint their arbitrators in conformity with the law and Citizen

in the Town of Nacogdoches on the
6th day of June in the year of our Lord
1835 - This day personally appeared before me
Juan Eng'o Michamps Alcalde ad interim of
that municipality, James Perkins agent for Sam'l Irvine of this
municipality who after being duly sworn, states
on oath, that William Donahoe is justly indeb
ted to the aforesaid James Perkins as agent for Sam'l Irvine in the
sum of Eighty dollars with of course and that the said
James Perkins, has reason to believe, and
doth verily believe that ~~the said~~, he
will lose the whole or some part thereof,
unless the said William Donahoe is held
to bail: Sworn to and subscribed before
me ~~the~~ day year as above.

Jas. Perkins

Sworn to & subscribed before me
the day & date above

Jn Eng'o Michamps
alcalde interino

En la Villa de Nacogdoches y a los 8 dias del mes de Junio de 1835 años, ante mi Ciudº Juan Gregorio Mialemps regidor primero y alcalde interino de esta Villa y su municipalidad, se presentó el Ciudadano Juan C. Le flicher de esta misma municipalidad, que declaró, segun la cuenta que presenta, que el Ciudº George Antonio ~~Mialemps~~ Nixon le debe verdaderamente y justamente la cantidad, de ~~[illegible]~~ noventa y ff. pesos para la traduccion de Cuarenta y nueve ~~posesiones de tierra~~ notas de medidas, a razon de dos pesos cada una, y a la pedimenta mande citar, el Dcho Ciudº G. Antº Nixon quien se presentó en este Juzgado en este mismo dia, y negó, debiendo la citada cantidad, se procedió al nombramiento de los hombres buenos en conformidad con la ley 39. y fue nombrado el Sr. Jose Maria Medrano por la parte demandante y no teniendo su hombre bueno la parte demandada, yo el referido alcalde interino procedí al nombramiento del Ciudº Antonio Menchaca por la parte demandada, y con el alcalde oieron todos los alegatos de la parte y despues reuniendose ~~todos~~ los hombres buenos con el alcalde; el hombre bueno de la parte demandante fue de opinion que con motivo a la 1 exposicion del Sr Nixon que dijo a su demandante, no convenirle sobre dichas traducciones, 2da que le devia mas cantidad q la q le cobraba, cobrando el primero 98 pesos y dixo, deber 102 pesos, tercera en q espuso haberle pagado la dicha traduccion a la misma persona que lo demanda, y Conclu presentando un recibo que quiere a aceptar, [illegible]

domingo hallandose ser dia feriada su fecha que es ilegal a lo [illegible] dicto ser un efugio quimerico a fin de demorar el pago de las dichas traducciones que nunca han correspondido a los Señores Comisionados, y a si su parecer es que se pague la cantidad que cobra el que demanda, y el hombre bueno de la parte demandada es de opinion que el Sr Leplicher, no puede demandar al Sr Nixon la cantidad que cobra por las razones siguientes, primero, porque el Sr Leplicher nunca tubo contrato ó convenio con el Sr Nixon relativo a esta demanda segun esta probado por el mismo demandante, reconocido por secretario empleado por el general Mason segun consta en la demanda que tiene pendiente en esta villa y que el Sr Nixon como comisionado de los Empresas, siempre reconoció al Sr Leplicher como secretario de los ya dichos Empresas con sueldo mensual segun contrato que tubo con el dicho General Mason ó los apoderados de este segun consta las reclamos hechos por el Sr Leplicher al Empresario en este Juzgado contra dicho Empresario contra este mismo reclamo de traducciones y por esta razon no creo que el Sr Nixon tiene nada de que entender con el Sr Leplicher, si, creo tendrá reclamo contra el Empresario que es la persona con quien tubo su contrato, y el Sr Nixon ~~Se~~ entendera con el Empresario que es con quien tubo su contrato segun consta en el recibo que presentó en este Juzgado acreditando haber entregado $102 pesos que es lo que importa las traducciones del Sr Leplicher segun el libro de aquella ofic

Como Secretario de ella, y yo Juan Eugenio Michamps regidor 1º y alcalde interino soy de la opinion, que la Cantidad, que reclama el demanda~~do~~ no tiene nada de que hacer con la Contrata que tiene hecha el Sr Leplicher. Con los empresarios de dichas Empresas — a Consequencia, habiendo el Sr Nixon declarado, ante mi que habiendo anteriormente pagado, el travajo de las mensuras ~~trabajo de dichas~~ traducciones al Sr Leplicher es bastante Claro que el Sr Leplicher tiene derecho a la Cantidad que Cobra del dicho Sr Nixon, y que ~~en~~ Conformidad con lo dicho, pague el Sr Nixon la dicha cantidad de 98 pesos, con costos, y firmaron los hombres buenos Con las partes. a dice 11 de Junio de 1835

Costs $7 — 75=
Satisfecho

Conc.n Medrano

D. Leplicher.

Jn Eg.ne Michamps
alcalde interino

Antonio Menchaca

in the town of Nacogdoches on the Sixteenth day of June in the year 1835 personally appeared before me John Eugenio Michamps first regidor and alcalde ad interim of this municipality, Moses L Choate who after being duly sworn, according to law, deposeth and saith on oath, that he has just reason to apprehend and does verily apprehend and believe, that Griffith H. Steel will do him private injury, either in person or to his property, in violation of law, unless he is required to give security for the peace and his good behaviour.

Sworn to and subscribed before me this day the 16th of June in the year 1835.

M L Choate

Jn Eugn Michamps

alcalde interino

In the town of Nacogdoches, this day the 29th of June in the year 1835, Pinkney Hawkins personally appeared before me Juan Eugenio Michamps, alcalde ad interim of this municipality, who makes oath, that a certain, small black mare, now in possession of John W. Crunks, which he says he purchased from a certain Davis in the Sulphur forks prairie is now and has been, for one year and a half last past, the property of Benjamin Hawkins and that the said mare is three years old the next July; and that in July last she was either stolen from said Benjamin Hawkins or did stray away from him, but that I believing the said mare was stolen, and further he states that the said mare was never sold, or otherwise disposed of by the said Benjamin Hawkins. —

Sworn to and subscribed before me this day as above ——

his
Pinkney X Hawkins
mark

Jn Egne Michamps
alcalde interino

This day aforesaid, to wit the 29th of June 1835, the plff. aforesaid came and filed his affidavit, and thereon on his motion I issued a warrant directed to the Sheriff of this municipality, commanding him to bring the body of said Deft. together with the said mare and bring him forthwith before me Juan Eugenio Michamps Alcalde ad interim of said municipality, whereupon the said deft. was brought before me, and the said mare having being duly proved by plff. it was adjudged and decreed to the aforesaid plff. and delivered to him in my presence, this day as above,

Jn Egne Michamps
alcalde interino

Assisting interpret.

Henry Leal

John M. Dor

En la villa de Nacogdoches á los diez y seis dias del mes de Julio de mil ocho cientos treinta y cinco ante mi el Ciudadano Radford Berry alcalde unico constitucional de la referida villa personalmente comparecio el Ciudadano Antonio Menchaca Sindico Procurador de esta villa, y bajo juramento declaró que el dia ayer paseando en la calle en compania con el Ciudadano Juan Mora Juez de primera instancia de esta villa, y se toparon con el Doctor José Hertz que andaba á caballo ó en una mula cuando dicho Hertz saludó al que habla y al citado C. Mora en el idioma frances y despues dirigio el Doctor Hertz la palabra al Sr. Mora y le dijo ha recivido Vd. el papel que le envié? le contestó ~~el Sr~~ Mora que si, que lo havia recivido, pero que no lo pudo leer bien, porque está escrito en frances — le dijo entonces el Citado Hertz al C. Mora V. no tiene Honor. V. me mando cobrar una cantidad de veinte y un pesos, y yo le envié un papel en contestacion de su demanda y ahora me viene Vd. con que no puede leer el papel — y luego le contestó el Sr. Mora al citado Hertz que no venga Vd. insultarme de esto modo — yo tengo tanto Honor como Vd. y puede sér mas que Vd. — vaya Vd. con dios y no me venga insultar de este modo. y luego pasó adelante el Doctor Hertz diciendo — que esta bien, esta bien, — De alli se dirigió el que habla con el citado Sr. Juez hacia el juzgado y estando en el juzgado cosa de un cuarto de hora poco mas ó menos vino el Doctor Hertz y entro para adentro del juzgado saludando al que habla y al Sr. Juez en el idioma frances y le dijo el Doctor Hertz al Sr. Juez Mora — yo respeto su juzgado de Vd. pero salga Vd. afuera quiero hablar con Vd. y demostrando el citado Doctor Hertz en su modo de hablar que estaba muy exaltado le preguntó el C. Mora al citado Hertz que quiere Vd. conmigo. que tiene Vd. se quiere Vd. pelear? le ~~dijo~~ respondió el Doctor Hertz nó. pero salgase Vd. afuera, y el dicho Hertz se [illegible] y salio afuera del juzgado, y luego entro otra vez a dentro del juzgado diciendo al Sr. Mora lo cita á para las diez de la mañana del dia de mañana, yo tengo Honor, y le quiero satisfacer. el Sr.

entonces dijo al citado Mentz, salga V.d y vaya con dios no quiero tener nada que hacer con V.d vaya V.d con dios.

en este mismo momento el Doctor Mentz metió mano a una pistola que traiia en su Bolsa sacándola y presentándola al Sr Juez Mora diciendo el citado Mentz al citado Sr Mora toma V.d esta pistola, y metió la otra mano en la Bolsa diciendo aquí traigo yo otra — ~~y~~ en el momento ó en el acto de sacar la otra pistola, el que declara agarró al citado Mentz, diciendo al citado Mentz que tiene V.d que es que quiere hacer, y le ~~dijo~~ contestó el Doctor Mentz al que declara, nada, dejame, yo quiero mi satisfaccion, en este interin, el que declara y el Sr Mora desarmaron al citado Mentz quitandole las pistolas y una caña ó Bastón con espada adentro, conocido por Verduguillo, y luego, el que declara, cumpliendo con su obligacion que le impone el artículo 156 en su parrafo o seccion 5a de la ley No 37 aprendió y entregó al citado Mentz al Alcalde unico de esta villa esto es todo lo que sabe sobre el particular y haviendo jurado que lo que declaró és la verdad. lo firmó conmigo el citado alcalde y dos testigos en la fecha mes y año citado —

Antonio Menchaca

Testigo
Adolfo Sterne

Radford Berry

Municipality of Nacogdoches } In the town of Nacogdoches on the 23d day of July in the year one thousand Eight hundred and thirty five, before me Radford Berry only Constitutional alcalde of this jurisdiction, personally appeared E. J. Mitcheson of lawfull age, who after being duly sworn according to law, Saith on oath, that ~~William~~ W. L. Baylor stands justly indebted to deponent in the sum of Seventy Eight dollars, and that the said W. L. Baylor resides

without the limits of this municipality; for the ordinary process of law can not be served upon him = Sworn to and subscribed before me this day as above.

C. F. Mitchupone

Ricd For. Benny

Municipality of Nacogdoches } In the town of Nacogdoches on the 27th day of July in the year 1835.

By virtue of an ~~order~~ to me directed by the political chief of this department having date July the 11th of this present year, I caused Jeremiah Strode to appear before me to answer the charge made against him by Wm F. Allison in an action of trespass by surveying indian lands, who denied the charge brought against, and consequently After administering the oath according to law to said Allison, he declared upon oath as follows.

Question. Do you know wither Mr. Strode surveyed any land, or caused any to be surveyed within any of the Cherokee settlement,

Answer yes I was in company with Mr. Levy Jordan when he surveyed, such lands, within 200 yards or thereabout, of the indian Bigg Mush's house, but I believe that they left the line, next to the said House open for fear of being seen, and deponent further states that he was told, by Ferguson and ~~[illegible]~~ some other man that they had enclosed in their survey, the improvement of one of the Darkoe indians and deponent further saith not.

Sworn to and subscribed before me this day and year as above. W. F. Allison

Radford Berry

In the town of Nacogdoches, the same day and year salary I caused Levy Jordan to appear before me, and after being duly sworn as according to law, declared upon oath that he ran the ~~lines~~ line, about a mile and a half from the indian settlement, and that he was Employed by the aforesaid J. Strode to survey the said land.

Deponent further States that the ~~lines~~ he ran, or surveyed said land ~~on~~ within the Audarkees and Kickapoos Settlement, and further States that he ran the said adjoining Bigg Mush and was as above Stated Employed by Mr. Strode, who made the return of the same to the land office; he further States, that the said line next to the aforesaid indian was left open, for fear that they would make some objection and deponent further saith not

Sworn to and Subscribed before me
This day and year as above

Levi Jordan

Bradford Berry

This day as aforesaid I caused George May to appear before me, who ~~and~~ after being duly sworn according to law, deposeth and saith upon oath that the tract of land that was surveyed, and ~~the line not Closed~~ adjoining Bigg Mush's town was about 200 yards from there, and that said line was not Closed for reason that, he the deponent was told, by some person, that it would be disagreeable to the indians if they were to close the surveys; the deponent further States, that he received the compass from Mr. Jordan to ascertain how the line went

George May

Bradford Berry

municipality of [illegible] the town of Nacogdoches on the Nacogdoches, 3d day of August in the year one thousand eight hundred and thirty five,

before me Juan Eug^e Michamps alcalde ad interim of said municipality, personally appeared Benjamin Fennell, of lawfull age, who after being duly sworn according to law deposeth and saith on oath, that on or about the 2d day of May last past, he lost a certain bay horse which either strayed or was stolen from Nacogdoches, at the time here above stated or thereabout, and that ~~time~~ he has since heard, that said horse was seen in the possession of one ~~Thomas~~ Wilson a half breed Cherokee indian; and he therefore demands, a writ to arrest the said Wilson, to answer to the right he has to detain said property, and also prays that a sequestration of the horse or other effects in the hands of the aforesaid Wilson, to secure the full value of said horse, which he alleges to be worth one hundred and fifty dollars.

Sworn to and subscribed before me the day as above

Benj Fennell

Jn Eug^e Michamps
alcalde interino

En la villa de Nacogdoches y a los 7 dias del mes de Agosto en el año de 1835, ante mi el Ciudadano Juan Bay.io Michamps Regidor primero y alcalde interino de esta municipalidad, personalmente compareció el Ciud.o Antonio Menchaca, que declaró que el Señor Henry Raguett, ocupa un terreno, en la calle principal que al pertenece, segun puede asi probarlo, por los documentos que tiene en su poder, y que hasta ahora el dicho Raguett se ha rehusado, y todavia se rehusa darle al demandante, quieta posesion del referido terreno; y al pedimento de la parte mandé llamar el referido Raguett, que ante mi este mismo dia compareció ~~[illegible]~~ Ciud.o William G. Logan, quien despues de haberse presentado en este juzgado, en representacion del demandado Raguett, declaró que el terreno de que se trata, es la propiedad de él su poderdante; y no haviendose conformado las partes, uno por su propria persona y el otro por su apoderado arriba expresado, les mandé que nombraran sus hombres buenos, y habiendolo asi verificado las partes se presentó el hombre bueno de la parte demandante que lo fue el Ciud.o Jose Pineda y por la parte demandada el Ciud.o Henry Teal, y habiendo quedado entendidos los hombres buenos de los alegatos de las partes, se retiraron para deliberar en el asunto, pues siendo el negocio de tamañosa gravedad y requiriendo bastante meditacion, se acogieron al derecho que concede el articulo 14 de la ley No 39. y a consequencia resolvieron dar su resolucion definitiva, dentro del tiempo que prescribe el ya citado articulo. y al efecto el dia de hoy 12. del mismo mes, el hombre bueno de la parte demandante, dió su opinion de la manera siguiente que en el asunto que se versa entre los Ciud.os Antonio Menchaca, y Logan y compañia, relativo a una casa y solar, el Señor Menchaca pague la suma de [illegible] cientos veinte y ocho pesos con 4 reales que devia el finado Donciano Ybarbo al Señor Smith, y despues de esta pago que queda la casa y solar a su disposicion, esta es mi exposicion con arreglo a tres documentos que a la vista tengo, con [illegible] el documento original que hace ver por las [illegible]

Jueces. de Natchitoches, Slocom, y J. C.
Carr; en que atiendo a estas formalidades, es
exequible entre en pocesion, el Señor Menchaca
de la Casa y Solar que se litigia, despues de
pagado aquella Suma y el hombre bueno de
la parte demandada, Ciud.o Henry Leal, es de
opinion que el Señor de Menchaca, á su parecer
no tiene ningun derecho al Solar de que se trata,
por que si a caso, ~~tiene~~ hubiere algun derecho no lo ha
probado a mi Satisfaccion, y demas que uno de
los ~~pr~~ principales testigos en favor del demandado no se ha presentado
a dar su declaracion por Causa de enfermedad,
y a Consequencia se parece que no tiene ning
un derecho de formar su opinion legal, sin
que se hoyan los testigos, y yo Ciud.o
Juan Ecgio Michamps. alcade interino soy de
opinion que habiendo Con madurez considerado
y enterandome de los documentos que me fueron
presentados en el asunto, el Señor Bossie tiene
derecho de traspasar la venta del dicho terreno
a quien le conveniere, y que a Consequencia, el
Señor de Menchaca lo considero el verdadero pro
prietario del Citado terreno, y que el Señor Smith
ó sus apoderados, tienen derecho, a la Suma
~~que~~ arriba Citada de Ciento Setenta y ocho pesos
con 4 reales, que podra Cobrar ~~de~~ los citor
Sados. que traspasaron el dicho terreno al Señor
de Menchaca y demas que pagar los costes del
Juicio sean pagados por el Señor de Roquett
y no conformandose la parte demandada
se reservó el derecho de apelacion.

José Pineda

Henry Leal

Jn. Eg.n Michamps
alcalde interino

Antonio Menchaca

Wm. G. Logan

En la villa de Nacogdoches y a los ocho dias del mes de Agosto en el año de mil ochocientos treinta y cinco, ante mi el Ciud.o Radford Berry alcalde unico constitucional de esta municipalidad, personalmente comparecieron en este mi Juzgado, los Señores Richard Sparks, Scott Thorn y Philip Sublett, el cual R. Sparks en nombre de los arriba mentados, y por si, declaró, que el Ciud.o José Cordova y herederos en a sus nombres, habia vendido, a los Señores arriba espresados una cierta parte del terreno, que el Sup.mo Gob.no del estado concedió a su padre; y los dichos Señores dice, que piden una division legal, del dicho terreno para que cada uno de los interesados conosca la parte que le toca; y que habiendo en varios ocasiones pedido la dicha division al citado Cordova, se rehuso en consentir en el cumplimiento de la demanda, y que todavia se rehusa en cumplir con ello; y demas pide que se manda a citar el citado Cordova, para que declare los razones que tiene para no consentir en ese repartimiento, a consequencia lo mandé honor; y cada una de las partes, produjeron sus respectivos documentos, y pues no habiendose conformado las partes, les mandé que nombrasen sus hombres buenos, y lo habiendole asi verificado, se presentó el hombre bueno de los demandantes que lo fue el Ciud.o ~~Henry [illegible]~~ William Whitaker, y la parte demandado no hallando un hombre bueno, yo el citado alcalde le nombré un, que lo fue el Ciud.o Ant.o Menchaca. Asi habiendo quedad enterados los hombres buenos de los alegatos de las partes, se retiraron para deliberar sobre el asunto, pero hallandose el negocio de tamanosa gravedad y requiriendo, informes y meditacion, se arreglaron al derecho que les concede el articulo 14 de la ley N.o 39. y a consequencia se resolvieron dar sus resoluciones definitivas, dentro el preciso termino que prescribe la citada ley y al efecto al dia 10 del mismo mes y año el hombre bueno de las partes demandantes dió su opinion en la man que Cada uno, es a decir el Señor Cordova y Spaks, se les medien 400 arpentes de tierra, incluyendo sus amejoramientos, y que el tercer heredero saqué tambien sus 400 arpentes en Cualquiera parte que mas le Conveniere en la dicha Concesion, sin que ningun de ellos aubruenga con los amejoramientos del ó de los otros, y que lo Sobrante de la dicha tierra, despues que Cada uno ha sacado sus 400 arpentes sera sera repartido con Igualidad, entre los herederos, segun su Cantidad y Calidad, y que el Señor alcalde sea autorisado, de nombrar dos Comisionados, para hacer el dictado repartimiento y ajustar el asunto entre las partes, Con el poder de nombrar uno ó dos mas arbitros, en Caso que sean de diferentes opiniones — y el hombre bueno de la parte demandada Ciud^o Ant^o Menchaca, habiendose enterado de la opinion del hombre bueno de la parte demandante, le ha parecido de justicia en todo su contenido, y a Consequencia siendo exactamente de la misma opinion no tiene nada de que añadir y se conforma con ella, y yo el referido alcalde, en vista de las opiniones que antecede soy Conforme en todas las partes de las opiniones de los dos hombres buenos. y firmaron los hombres buenos con migo el referido alcalde con las partes.

Antonio Menchaca   Radford Berry   Mdn W. Whitaker

Curti and Laplace vs. O. Oaks

In the town of Nacogdoches on the 19th day of August 1835. Personally appeared before me, Radford Berry, only Constitutional alcalde of the municipality of Nacogdoches, William G. Logan, who after being duly sworn deposeth and sayeth on oath that, O. Oaks stands justly indebted to Curtis & Laplace in the sum of ~~two~~ hundred ~~dollars~~ and fifty three dollars and Eighty three cents, for which action he is about to be instituted, and that the said William G. Logan has just reasons to believe and apprehend that the said Curtis and Laplace will loose the whole or a part of said amount unless the property of the said Oaks to a sufficient amount to secure the same, shall be Embargoed and unless the said Oaks is held to bail.

Sworn to and subscribed before me the day above

Wm G. Logan

Radford Berry

In the Town of Nacogdoches on this 19th day of August 1835 Before me Radford Berry only Constitutional alcalde of this municipality personally appeared John M. Dor who being duly sworn deposeth and saith on oath that O. Oaks stands justly indebted to this deponent ~~[illegible] Radford Berry and Benette Blake~~ the sum of Forty one ~~[illegible] hundred and twenty Eight~~ Dollars for which an action is about to be commenced against the said Oakes and that he has reasons to apprehend that ~~they~~ he will lose the whole or a part of the same unless the property of said Oakes should be embargoed and unless he the said Oakes be held to Bail. Sworn to & Subscribed ~~[illegible]~~ date above before me

John M. Dor

Radford Berry

In the Town of Nacogdoches on the 19th day of August 1835 Before me Radford Berry as 1st Constitutional alcalde of this Municipality personally appeared Jose M. los Santos Coy who being Sworn deposith and saith on oath that O Oaks is indebted to him the Sum of Seventeen Dollars and that he has reason to apprehend that said Sum or a part thereof will be lost unless the said Oaks be held to Bail and his property Embargoed.

Sworn & Subscribed the date above
before me

Jose. Santos Coy pr
his Atty. John M. Dor

In the town of Nacogdoches on the 22d day of August in the year one thousand Eight hundred and thirty four, personally appeared Henry Teal, who after being duly sworn according to law, declareth on oath and deposeth that a Certain J. W. Baylor, is justly indebted to him the said deponent, in the Sum of $18 being his board Bill up to the 25th of July last, and that the said J. W. Baylor has absconded from and resides without the limits of this municipality, so that the ordinary process of law can not be served upon him, and is therefore in danger of loosing his said debt.

Henry Teal

Sworn to and subscribed before me this day as above

Radford Berry

In the town of Nacogdoches on the 28th day of August in the year 1835. before me Radford Berry only constitucional alcalde of ~~t~~the municipality of Nacogdoches, personally appeared Jacob Roth of this vicinity, who after being duly sworn according to law deposeth on oath and saith that, this day at the hours of three o'clock or there about in the afternoon of the same day, a certain, James Bowie not having the fear of God before his Eyes, with a large butcher knife of about 18 inches in length which he held in his hands, feloniously, attempted to kill the deponent, but was prevented in his attempt, by a Mr. Sweall of this town, who thrusted the knife out of his hands; and ~~a~~after having being prevented to cut or kill the deponent with his said knife, drew a large pistol ~~on~~ from under his hunting shirt and fired it at the deponent, from Mr. Raguet's store house, but missed deponent who was then in the street, contrary to the peace and dignity of the State, and deponent further prays that a State warrant be issued and said James Bowie arrested and be brought for trial before this Court; and further saith not

Sworn to and subscribed
before me the day as above
J. Roth

Radford Berry

In the Town of Nacogdoches on the 31.st Agusto 1835

Personally appeared before me Radford Berry only Const.l alcalde of this Municipality. Nathaniel Norris and deposeth on oath (after being duly sworn) That a certain Steer sold by Jeremiah Strode to Mr. Yancey was the property, J. Batist Porier and that he believes That Sd. Steer was sold by sd. Porier to Fran.co Cordova who is now the Claimant of the Steer

Sworn to and subscribed before the day and date above written

Nl. Norris

Radford Berry

Nacogd. 8 Sept. 1835

This day personally appeared before me Wm. Whitaker and after being duly sworn sayeth on oath That a certain grey horse at his house, said to be the property of Lowry & Hampton, That he brought sd. Horse to this Country, and sold him to a man by the name of Harrod Anderson and That he learned from Anderson That he Anderson let a Negro have the Horse, and he knows the Horse to be the same which he owned

Wm. Whitaker

Radford Berry

In the Town of Nacogdoches on the 11 day of Sept. 1835 Personally appeared before me Radford Berry duly Constitutional alcalde of this municipality J. C. Hirams and after being duly sworn deposeth on oath That he has either lost or mislaid an order of survey in favour of E. L. Welch which order called for a league of land to be located on Old River

Sworn to and subscribed before me the day and date above written

J C Hirams

Radford Berry

In the Town of Nacogdoches 12 day of Sept. 1835

Personally appeared before me Radford Berry ~~Alcalde [illegible]~~ duly constitutional alcalde for this municipality Isaac Burton and after being duly sworn deposeth on oath that he has lost or mislaid an order of survey in favor of Thomas Goss which order was for a league of land to be located in Burnets colony

Sworn to and subscribed before me the day and date above written

Radford Berry

I. W. Burton

In the Town of Nacogdoches on this 15th day of September 1835

Before me Radford Berry constitutional Alcalde of this municipality personally appeared Augustus C Reddick who after being duly sworn deposeth and saith the two Ten Dollar notes one on the Bank of New Orleans for Ten Dollars Number 401 and one on the Bank of the United States for Ten Dollars Number Seven thousand and two hundred and fifty six were stolen from him either on Tuesday or Wednesday last the 8th or ninth last he thinks on Wednesday Sworn to subscribed before me the date above

A C Reddick

Radford Berry

In the Town of Nacogdoches on the 7th day of Oct. 1835=

Before me Radford Berry only [illegible]t.nal A.l.c. of this municipality, persanly appeared John Walling, who after being duly sworn deposeth and sayeth on oath, that sometime about the last of April or first of May last past, that he lost a certain Brown horse about 14 hands 3 in – some white in face & some white on his feet, —— and that he believes he strayed from him or was stolen, and he further sayeth that he ascertained sd. horse

was in possession of of Arthur Wallis &
Oliver Johnson and that they refused to
deliver up sd. property, ~~and further~~
Deponent further states that he values
sd. Horse at seventy five dollars
Sworn to and subscribed the day and
date above written

John Walling

Bradford Berry

In the Town of Nacogdoches on the 7
of Oct. 1835
Before me Bradford Berry acting constable
of this Municipality personally appeared
John Cotton and after being duly
sworn deposeth on oath that he was
at the house of Johnson an hour or two
after ~~the~~ a certain horse arrived at sd
Johnsons, and that he is a horse of the
description as stated in the foregoing
affidavit and that he was represented to
him as a stray [illegible]d that ~~the~~ Mr. Wallis, asked
deponent what he ought to do with the
that deponent replied, he ought to report
him to the authorities —
Deponent further states that he knew
of the horse being in their possession

four Weeks and deponent further
sayeth not

Sworn to and subscribed the day and
date above written John Catton

Radford Berry

In the Town of Nacogdoches on the 6th
of Nov. 1835

Before me Radford Berry duly Consal Alcalde
of this Municipality personally appeared
James A Johnson agent of J. [illegible] Harrison
and after being duly sworn sayeth on oath
That a certain Silas Daily is leaving this
Jurisdiction ~~with~~ and taking off with him a
Cart belonging to sd ~~Harrison~~ and that he is
desirous that a writ should issue to detain
sd property for the benefit of the legal owner
Sworn to and subscribed before me the
day and date above written

Jas A Johnson

Radford Berry

In the town of Nacogdoches on the 12th day
of Nov. 1835 personally appeared before me
Radford Berry, only Constitutional alcalde of
this municipality, Charles Redlich, attorney
in fact of Joseph Hertz, who after being duly
sworn according to law, declareth upon oath and
sayeth, that; he has lost or mislaid a note
of hand on Geo. Pollett, due one day after
date, for the sum of 81. and 51/00 Some Cents,
in favor of Joseph Hertz, and dated the 23d day
of July of the present year, and farther
stateth that he never traded or disposed of
said note, which was left in his possessi
Sworn to and subscribed
before me the day as above } C. Redlich
Radford Berry

In the town of Nacogdoches, this day the
13th of Nov. in the year 1835 before me
Radford Berry, only constitutional alcalde of
this municipality, personally appeared P. E. Bean
who after being duly sworn according to law
stateth, upon oath and sayeth; that on th
10th day of September of the present year, he rented a
farm to a certain Isiah Thomas the conditions of
which are more fully explained, in the article
of agreement drawn to that effect, but sin
that time, he, the deponent has reason to belie
and doth verily believes that he is in dang
of loosing the amt of said rent, if said
I. Thomas is not brought before this Court
and give good and sufficient security f
the same, and further stateth that he has
reason to believe that said Thomas has

or has done writing over the same farm to some other person or a part thereof, and by that reason he would be exposed of loosing his just due.

Sworn to and subscribed
before me this day as above. P. E. Bean

Radford Berry

In the Town of Nacogdoches 27. Nov. 1835 Before me Radford Berry Alcalde of the aforesaid municipality appeared John W. Holman and after being duly sworn deposeth on oath and sayeth, that he has lost or mislaid the following orders of Survey issued from the office of the Comr. Geo. Ant. Nixon —

Viz — Isaac Holman Senr. No. 253 Burnet
Isaac Holman Jnr — No. 370 — Zavala
John Prewitt — No. 383 — 〃
Nathaniel Hiden — 277 — 〃

Sworn to and subscribed before me the day and date above written

John W. Holman

Radford Berry

In the Town of Nacogdoches 1st of Dec. 1835. Before me Radford Berry Alcalde of the aforesaid Municipality appeared William Richardson and after being duly sworn deposeth on oath and sayeth, that he has lost or mislaid an order of survey issued from the office of the Comiso Jorge Anto. Nixon in fav. of R C Rogers No. 440. Vehlein —

Sworn to and subscribed before me the day and date above written

W Richardson

Radford Berry

In ~~the town~~ of Nacogdoches on the 16th of December in the year 1835, Before me John E. Michamps Alcalde ad interim of this municipality personally appeared Thomas Cartwrig who after being duly sworn according to law, deposeth upon oath and sayeth, that he has lo or mislaid and order of Survey issued from the office of Commissioner G. A. Nixon for Zavo Colony: in favor of Lucretia Brown, num No. 81, and dated the 24th Sept. 1834.

Sworn to and subscribed before me the day as above.

Thomas Cartwright

Jn. E. Michamps
alcalde interino